

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION AT DAYTON

<b>UNITED STATES OF AMERICA,</b>	)	No. 3:08CR109
	)	
<b>Plaintiff,</b>	)	PLEA AGREEMENT FOR DEFENDANT
	)	RANDY MORA
<b>v.</b>	)	
	)	
<b>RANDY MORA,</b>	)	
	)	
<b>Defendant.</b>	)	

Defendant Randy Mora ("defendant"), individually and through his attorney, Thomas Anderson, and plaintiff United States of America, by and through its attorney, the United States Attorney's Office for the Southern District of Ohio ("USAO"), (collectively, "the parties") hereby agree as follows:

PLEA

1. Defendant agrees to plead guilty to Count Two (bank robbery in violation of Title 18, United States Code, Section 2113(a)) of the indictment in this case. Defendant admits that he is, in fact, guilty of the offense charged in Count Two of the indictment, and that the Statement of Facts, which is attached hereto as Exhibit A and incorporated herein by reference, is true and correct.

STATUTORY PENALTIES AND SENTENCING

2. The statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 2113(a) is: 20 years imprisonment; a 3-year period of supervised release; a fine of \$250,000; and a mandatory special assessment of \$100.

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3. Defendant understands that the Court is required to consider the United States Sentencing Guidelines (“U.S.S.G.” or “Sentencing Guidelines”) among other factors in determining defendant’s sentence. Defendant understands, however, that the Sentencing Guidelines are only advisory, and that after considering the Sentencing Guidelines, the Court may be free to exercise its discretion to impose any sentence – including the maximum set by statute for the crime of conviction – that is sufficient, but not greater than necessary, to comply with the basic aims of sentencing.

4. Defendant understands that the U.S. Probation Office (“Probation Office”) will conduct a pre-sentence investigation and will recommend to the Court an advisory Sentencing Guidelines range. Defendant understands that the Probation Office’s recommendations do not bind the Court. The parties have no agreement concerning the applicable advisory Sentencing Guideline range and expressly reserve the right to argue and offer supporting evidence concerning the base offense level, specific offense characteristics, adjustments and departures that are appropriate, as well as offer evidence and argument relating to the factors of sentencing set forth in 18 U.S.C. § 3553(a).

#### DEFENDANT’S OBLIGATIONS

5. Defendant agrees that he or she will plead guilty as set forth in this agreement and will pay to the United States Clerk of Court, prior to, or at the time of sentencing, the mandatory special assessment in this case.

6. Defendant further agrees that he is not a prevailing party as defined by the Hyde Amendment, Public Law 105-119, Title VI, Nov. 26, 1997 (set forth as a statutory note under 18 U.S.C. § 3006A) and hereby expressly waives filing any suit or asserting any claim against the

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United States, including its agents and employees, under this provision.

7. Defendant further agrees that in the event he does not plead guilty or seeks to withdraw his guilty plea, or the guilty plea is set aside for any other reason, Defendant waives any protection afforded by Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, and § 1B1.8(a) of the United States Sentencing Guidelines Manual. Any statements made by Defendant in the course of plea discussions, in any proceeding under Rule 11 of the Federal Rules of Criminal Procedure, and during any cooperation with law enforcement authorities, will be admissible against Defendant without limitation in any civil or criminal proceeding.

#### THE USAO'S OBLIGATIONS

8. If defendant complies fully with all defendant's obligations under this agreement, the USAO agrees that, at the time of sentencing:

a) Not to file additional criminal charges against defendant for violations both occurring in the Southern District of Ohio during the time period charged in Count Two of the indictment and arising out of the facts set forth in the attached Statement of Facts. Defendant understands that the USAO is free to prosecute defendant for any unrelated, unlawful past conduct or any unlawful conduct that occurs after the date of this agreement.

b) At the time of sentencing, provided that defendant demonstrates an acceptance of responsibility for the offenses up to and including the time of sentencing, to recommend a two-level reduction in the applicable sentencing guideline offense level, pursuant to U.S.S.G. § 3E1.1, and to recommend and, if necessary, move for an additional one-level reduction if available under that section.

c) At the time of sentencing, to move to dismiss Count One of the indictment.

Defendant understands that the Court may consider dismissed and uncharged counts in determining the applicable Sentencing Guidelines range, where the sentence should fall within that range, the propriety and extent of any departure from that range, and the determination of the sentence to be imposed after consideration of the sentencing guidelines and all other relevant factors.

WAIVER OF APPEAL AND COLLATERAL ATTACK

9. Defendant waives and gives up, to the extent permitted by law, his right to challenge the judgement of conviction, sentence, and the manner in which the sentence is determined, provided that it is within the statutory maximum, whether by direct appeal or collaterally. This includes, but is not limited to, a waiver of defendant's rights pursuant to 18 U.S.C. § 3742 to appeal his sentence.

NO OTHER AGREEMENTS

10. Except as set forth herein, there are no promises, understandings or agreements between the USAO and defendant or defendant's counsel. This agreement binds only the USAO and does not bind any other federal, state or local prosecuting authority.

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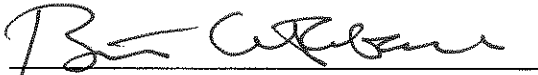
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DEFENDANT'S ACKNOWLEDGMENT


11. By signing this agreement, the defendant acknowledges that he has read this agreement, that he has carefully discussed the terms of this agreement with his attorney, and that he understands and accepts those terms voluntarily, without duress or coercion, and of his own free will. Defendant further agrees that he is satisfied with the representation of his attorney in this matter.

GREGORY G. LOCKHART  
United States Attorney

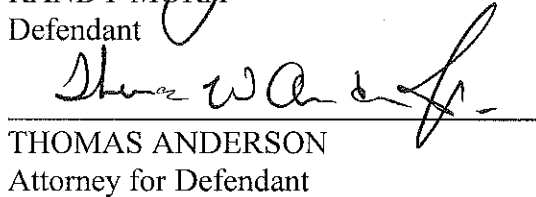


BRENT G. TABACCHI  
Assistant United States Attorney

7/24/2009  
Date

  
RANDY MORA  
Defendant

7-24-09  
Date

  
THOMAS ANDERSON  
Attorney for Defendant

7/24/09  
Date

**Exhibit A**

**Statement of Facts for Randy Mora**

On July 8, 2008, defendant Randy Mora robbed the Fifth-Third Bank, a federally-insured financial institution located in Montgomery County, Ohio. In general terms, Mr. Mora parked his vehicle near the Fifth-Third Bank, entered the financial institution, and then proceeded to a teller station. Once there, Mr. Mora intimidated the bank teller, demanding money that belonged to Fifth-Third Bank. After collecting the bank's money from the teller, Mr. Mora exited the Fifth-Third Bank and fled from the area in his vehicle.

Shortly after Mr. Mora left the bank, law enforcement personnel confronted him at a Sunoco gas station in Englewood, Ohio while he was pumping gas. Mr. Mora refused to surrender to the officers, entered his vehicle, and then proceeded to lead them on a high-speed chase along Interstate 70. The chase ended near the Ohio-Indiana border, where Mr. Mora drove his vehicle at a high speed into a police cruiser parked in the median of the Interstate.

AGREED AND ACCEPTED:

Randy Mora  
Randy Mora  
Defendant

7-24-09  
Date